

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Escalate, Inc.		03/03/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2523486	ECOMETRY	
Registration Number:	2425596	BLUE MARTINI SOFTWARE	
Registration Number:	2519772	BLUE MARTINI	
Registration Number:	2527935	BLUE MARTINI S O F T W A R E	
Registration Number:	3633915	ESCALATE RETAIL	
Registration Number:	3633913	ESCALA E RETAIL	
Registration Number:	3637628	BLUE MARTINI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		

OP \$190.00 2523486

ATTORNEY DOCKET NUMBER:	038263-0191
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	03/04/2011
<b>Total Attachments: 5</b> source=Trademark Security Agreement (Escalate Inc )#page1.tif source=Trademark Security Agreement (Escalate Inc )#page2.tif source=Trademark Security Agreement (Escalate Inc )#page3.tif source=Trademark Security Agreement (Escalate Inc )#page4.tif source=Trademark Security Agreement (Escalate Inc )#page5.tif	

**TRADEMARK SECURITY AGREEMENT**, dated as of March 3, 2011 (this "Agreement"), between ESCALATE, INC. (the "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among REDPRAIRIE HOLDING, INC. ("Holdings"), REDPRAIRIE CORPORATION (the "Borrower"), the Subsidiaries of the Borrower (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in the Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other

country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (collectively, "Trademarks");

(b) all Contractual Obligations providing for the grant of any right to or under any Trademarks, including those listed on Schedule I; and

(c) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern (and for the avoidance of doubt, Excluded Assets shall not be part of the Trademark Collateral).

SECTION 4. Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

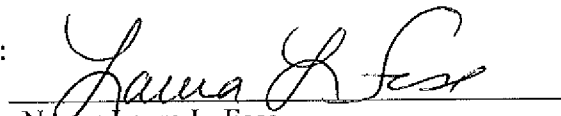
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

ESCALATE, INC.

By:

A handwritten signature in cursive script, appearing to read "Laura L. Fese", is written over a horizontal line.

Name: Laura L. Fese

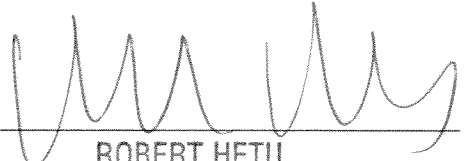
Title: Vice President and Corporate  
Secretary

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004491 FRAME: 0538**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, AS ADMINISTRATIVE AGENT

By:



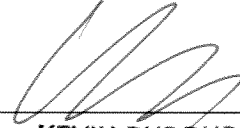
Name:

ROBERT HETU

Title:

MANAGING DIRECTOR

By:



Name:

KEVIN BUDDHEW

Title:

ASSOCIATE

**I. Trademarks**

Registered Owner	Mark	Registration Number	Country
ESCALATE, INC.	ECOMETRY	2523486	US
ESCALATE, INC.	BLUE MARTINI SOFTWARE	2425596	US
ESCALATE, INC.	BLUE MARTINI	2519772	US
ESCALATE, INC.	BLUE MARTINI SOFTWARE & DESIGN	2527935	US
ESCALATE, INC.	ESCALATE RETAIL	3633915	US
ESCALATE, INC.	ESCALATE RETAIL & DESIGN	3633913	US
ESCALATE, INC.	BLUE MARTINI SOFTWARE & DESIGN	3637628	US

**II. Trademark Applications**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
None.			